## APPENDIX A

### Bankruptcy Act

### Section 4 (U.S.C.A. Sec. 22)

(22) (b) Any natural person, except a wage earner, or a person engaged chiefly in farming, or the tillage of the soil —may be adjudged to be an involutary bankrupt. . . .

Section 44: (C)—(U.S.C.A.—72):

(c) An attorney shall not be disqualified to act as attorney for Receiver or Trustee, merely by reason of his representation of a general creditor.

Sec. 57. Proof and Allowance of Claims.

Sec. 57 (U.S.C.A.—Sec. 93):

(a) A proof of claim shall consist of a statement under oath, in writing and signed by a creditor, setting forth the claim; the consideration therefor; whether, and, and if so, what securities are held therefor; and whether any and, if so, what payments have been made thereon; and that the claim is justly owing from the bankrupt to the creditor.

(b) Whenever a claim is founded upon an instrument in writing, such instrument, unless lost or destroyed, shall be filed with the proof of claim. If such instrument is lost or destroyed, a statement of such fact, and of the circumstances of such loss or destruction, shall be filed under oath with the claim. . . .

(c) Proofs of claim may, for the purpose of allowance, be filed by the claimants in the Court of Bankruptcy while the proceedings are pending, or before the Referee if the case has been referred.

(f) Objections to claims shall be heard and determined as soon as the convenience of the Court and the best interests of the estate and the claimants will permit.

(g) The claims of creditors who have received or acquired preferences, liens, conveyances, transfers, assignments, or encumbrances, void or voidable under this Act, shall not be allowed, unless such creditors shall surrender such preferences, liens, conveyances, transfers, assignments, or encumbrances.

(b) The value of securities held by secured creditors, shall be determined by converting the same into money according to the terms of the agreement pursuant to which such securities were delivered to such creditors, or by such creditors and the Trustee by agreement, arbitration, compromise, or litigation, as the Court may direct, and the amount of such value shall be credited on such claims and a dividend shall be paid only on the unpaid balance. Such determination shall be under the supervision and control of the Court.

(k) Claims which have been allowed may be reconsidered for cause and reallowed, or rejected, in whole or in part, according to the equities of the case, before but not after the estate has been closed.

**Section 62-B (11 U.S.C. Sec. 102)**

(d) A custodian, receiver, or trustee, or attorney, or any of them, or any other attorney, seeking compensation for services rendered in a proceeding under this Act, or in connection with such proceeding, shall file with the Court his petition setting forth the value and extent of the services rendered, the amount requested, and what allowances, if any, have heretofore been made to him. Such petition shall be accompanied by his affidavit. . . .

**Section 63 (11 U.S.C.A. Sec. 103)**

DEBTS WHICH MAY BE PROVED.*

(a) Debts of the bankrupt may be proved and allowed against his estate which are founded upon (1) a fixed liability, as evidenced by judgment, or an instrument in writing, absolutely owing at the time of the filing of the petition by or against him. Whether then payable or not, if any interest thereon which would have been recoverable at that date, or with a rebate of interest upon such as were not then payable, and do not bear interest; . . .

**Section 64 (11 U.S.C.A. Sec. 104)**

(a) The debts to have priority, in advance of the payment of dividends to creditors, and to be paid in full out of bankrupt's estate, and the order of payment, shall be

(1) the actual and necessary cost and expenses of preserving the estate subsequent to the filing of the petition; the filing fees paid by creditors in involuntary cases; . . . The cost and expenses of the administration, . . . the fees and mileage payable to witnesses as now, or hereafter provided by the laws of the United States, and one reasonable attorney's fee, for the professional services actually rendered, irrespective of the number of attorneys employed, to the petitioning creditors in involuntary cases, and to the bankrupt involuntary and in voluntary cases, as the Court may allow; . . .

**Section 69 (11 U.S.C.A. Sec. 109)**

(a) Whenever a petition is filed to have a person adjudged a bankrupt, and an application is made to have a Receiver or Marshal take charge of the property of the bankrupt, or any part thereof, prior to the adjudication, the applicant shall file in the same Court, a bond in such amount as the Court shall fix, with such security as the Court shall approve, conditioned to indemnify the bankrupt for such counsel fees, expenses, and damages, as may be occasioned by such seizure, taking and attention of such property; . . .

**Section 75 (11 U.S.C.A.—Sec. 201)**

(75) (a)—Any farmer failing to obtain the acceptance of a majority in number and amount of all creditors whose claims are affected by a composition and/or extension proposal, or if he feels aggrieved by the composition and/or extension, may amend his petition or answer, asking to be adjudged a bankrupt. Such farmer may, at the same time, or at the time of the first hearing, petition the Court that all his property, wherever located, whether pledged, encumbered, or unencumbered, be appraised, and his unencumbered exemptions, and unencumbered interest or equity in his exemptions, as prescribed by State law, be set aside to him, and that he be allowed to retain possession under the supervision and control of the Court, of any part or parcel, or all of the remainder of his property, including his encumbered exemptions, under the terms and conditions set forth in this section.

Upon such request being made, the Referee, under the jurisdiction of the Court, shall designate and appoint appraisers, as provided for in this title. Such appraisers shall appraise all the property of the debtor, wherever located, at its then fair and reasonable market value. The appraisal shall be made in all other respects with rights or objections, exceptions, and appeals, in accordance with this title; Provided, That in proceedings under this section, either party may file objections, exceptions, and take appeals within four months from the date that the Referee approved the appraisal.

(1) After the value of the debtor's property shall have been fixed by the appraisal as herein provided, the Referee shall issue an Order setting aside to such debtor his unencumbered exemptions, and his unencumbered interest or equity, in his exemptions, as prescribed by the State law, and shall further order that the possession, under the supervision and control of the Court, or any part or parcel of all the remainder of the debtor's property shall remain in the debtor, as herein provided for, subject to all existing orders, liens, pledges, or encumbrances. All such existing mortgages, liens, pledges, or encumbrances, shall remain in full force and effect, and the property covered by such mortgages, liens, pledges, or encumbrances, shall be subject to the payment of the claims of the secured creditors as their interests may appear.

(2) When the conditions set forth in this section have been complied with, the Court shall stay all judicial or official proceedings in any Court, or under the direction of any official, against the debtor of any of his property, for a period of three years, during such three years, the debtor shall be permitted, to retain possession of all or any part of his property, in the custody under the supervision and control of the Court, provided he pays a reasonable rental semi-annually, for that part of the property of which he retains possession. The first payment of such rental shall be made within one year of the date of the Order staying proceedings, the amount and kind of such rental to be the usual customary rental in the community in which the property is located, based upon the rental value, net income, and earning capacity of the property.

Such rental shall be paid in full, to be used, first, for

payment of taxes and upkeep of the property, and the remainder to be distributed among the secured and unsecured creditors, and applied on their claims, as their interest may appear. The Court, in its discretion, if it deems it necessary to protect the creditors from loss, by the estate, and/or to conserve the security, may order sold any unexempt perishable property of the debtor, or any unexempt personal property not reasonably necessary for the farming operations of the debtor, such sale to be had at private or public sale, and may, in addition to the rental, require payments on the principal due and owing by the debtor to the secured or unsecured creditors, as their interest may appear, in accordance with the provisions of this title, and may require such payments to be made quarterly, semi-annually, or annually, not inconsistent with the protection and rights of the creditors and the debtor's ability to pay, with a view of his financial rehabilitation.

(3) At the end of three years, or prior thereto, the debtor may pay into the Court the amount of the appraisal of the property of which he retains possession, including the amount of his encumbrances on his exemptions, up to the amount of the appraisal, less the amount paid on principal: Provided, That upon request of any secured or unsecured creditor, or upon request of the debtor, the Court shall cause a re-appraisal of the debtor's property, or in its discretion, set a date for hearing, and after such hearing, fix the value of the property in accordance with the evidence submitted, and the debtor shall then pay the value duly arrived at, into Court, less payments made on the principal for distribution to all secured and unsecured creditors, as their interest may appear, and thereupon the Court shall by an Order, turn over full possession and said property, free and clear of all encumbrances, to the debtor;

Provided, that upon request in writing by any secured creditor, or creditors, the Court shall order the property upon which such secured creditors shall have a lien, sold at public auction. The debtor shall have ninety days to redeem any property sold at such sale, by paying the amount for which any such property was sold, together with Five percent per annum interest, into Court, and he may apply for his discharge, as provided for in this title. If, however, the debtor at any time fails to comply with

the provisions of this section, or with any Orders of the Court made pursuant to this section, or if unable to refinance himself within three years, the Court may order the appointment of a Trustee, and order the property sold or otherwise disposed of as provided for in this title.

(4) The Conciliation Commissioner, appointed under subsection (a) of this section, as amended, shall continue to act as Referee when the farmer debtor amends his petition or answer, asking to be adjudged a bankrupt under the provisions of this subsection, and continue so to act until the case has been finally disposed of . . . No additional fees or costs of administration or supervision of any kind shall be charged to farmer debtor when, or after he amends his petition or answer, asking to be adjudged a bankrupt, under this subsection, but all such additional filing fees, or costs of administration, or supervision shall be charged against the bankrupt's estate . . .

**Section 75 (q)**

(q) Conciliation Commissioner to assist in filing petition and subsequent proceedings without services of attorney.—A conciliation commissioner shall upon request assist any farmer in preparing and filing a petition under this section and in all matters subsequent thereto arising under this section and farmers shall not be required to be represented by an attorney in any proceeding under this section.

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**General Orders in Bankruptcy**

12. Duties of Referee.

(1) A copy of the Order referring a proceeding to a Referee shall forthwith be sent by mail to the Referee or delivered to him personally by the Clerk or other officer of the Court. And, thereafter, all the proceedings, except such as are required by the Act, or by these General Orders, to be had before the Judge, shall be had before the Referee . . .

### 21. Proofs of Claims.

(1) A proof of claim against an estate shall be correctly entitled in the Court and in the cause. When made to prove a debt due to a partnership, it shall state that the deponent is a member of the partnership; when made by an agent, it shall state the reason the proof is not made by the claimant in person; . . . If a note, or other negotiable instrument has been received, it shall be filed with the proof of claim. Proofs of claim received by any Trustee shall be delivered to the Referee to whom the cause is referred.

(3) If a claim has been assigned after the commencement of the proceedings, but before proof of claim has been filed, the proof of claim therefor shall be supported by an affidavit of the owner at the time of the commencement of proceedings, setting forth the true consideration for the debt, what payments have been made thereon, and that it is entirely unsecured, or, if secured, the security as is required in proving secure claims.

(6) When the Trustee, or any creditor, or the bankrupt, or debtor, shall desire the reconsideration of any claim allowed against the estate, he may apply by petition to the Referee to whom the case is referred, for an Order for such consideration, and thereupon the Referee shall make an Order fixing a time for hearing the petition, of which due notice shall be given by mail addressed to the creditor. At the time appointed, the Referee shall take the examination of the creditor, and of any witness that may be called by either party, and if it shall appear from such examination that the claim ought to be expunged or diminished, the Referee may order accordingly.

### 37. General Provisions.

In proceedings under the Act the Rules of Civil Procedure for the District Courts of the United States (28 U.S.C.A. following section 723(c)), shall, in so far as they are not inconsistent with the Act, or with these General Orders, be followed as nearly as may be. But the Court may shorten the limitations of time prescribed so as to expedite hearings, and may otherwise modify the rules for the preparation or hearing of any particular proceeding. As amended, Jan. 16, 1939, Eff. Feb. 13, 1939.

**General Order—50.**

PROCEEDINGS UNDER SECTION 75 OF THE ACT.

The following rules shall apply to proceedings under section 75 of the Act (11 U.S.C.A.—Sec. 203).

(1) Upon the expiration of the term of office of a conciliation commissioner, the Judge may reappoint him, or appoint other or additional conciliation commissioners.

(2) Every petition for relief filed under subdivision (c) of section 75 (11 U.S.C.A.—section 203), shall specify the county or counties in which any land used in the petitioner's farming operations is situated, and shall not be granted unless a conciliation commissioner for such county, or for one of such counties, has previously been appointed. . . . If the petition is approved, the case shall be referred, and one of the duplicate schedules delivered to a conciliation commissioner appointed for service in said county, or in one of said counties.

(11) In so far as is consistent with the provisions of section 75, and of this General Order, the conciliation commissioner shall have all the powers and duties of a Referee in Bankruptcy, and the General Orders in Bankruptcy shall apply to proceedings under such section. . . .

**General Order—10.**

INDEMNITY FOR EXPENSES.

Before incurring any expense in publishing or mailing notices, or in traveling, or in procuring the attendance of witnesses, or in perpetuating testimony, the Clerk, Marshal, or Referee may require from the bankrupt debtor, or other person in whose behalf the duty is to be performed, indemnity for such expense. Money advanced for this purpose by the bankrupt debtor, or other person, shall be repaid him out of the estate as part of the cost of administering the same. As amended April 17, 1933; Jan. 16, 1939, Eff. Feb. 13, 1939.

## 28 U.S.C. Judiciary and Judicial Procedure

Sec. 959. Trustees and Receivers Suable; Management; State Laws

(a) Trustees, receivers or managers of any property, including debtors in possession, may be sued, without leave of the court appointing them, with respect to any of their acts or transactions in carrying on business connected with such property. Such actions shall be subject to the general equity power of such court so far as the same may be necessary to the ends of justice, but this shall not deprive a litigant of his right to trial by jury.

(b) A trustee, receiver or manager appointed in any cause pending in any court of the United States, including a debtor in possession, shall manage and operate the property in his possession as such trustee, receiver or manager according to the requirements of the valid laws of the State in which such property is situated, in the same manner that the owner or possessor thereof would be bound to do if in possession thereof.

## 28 U.S.C. Section 1652

Sec. 1652. State Laws as Rules of Decision

The laws of the several states, except where the Constitution or treaties of the United States or Acts of Congress otherwise require or provide, shall be regarded as rules of decision in civil actions in the courts of the United States, in cases where they apply.

Sec. 1655. Lien Enforcement; Absent Defendants

In an action in a district court to enforce any lien upon or claim to, or to remove any incumbrance or lien or cloud upon the title to, real or personal property within the district, where any defendant cannot be served within the State, or does not voluntarily appear, the court may order the absent defendant to appear or plead by a day certain.

Such order shall be served on the absent defendant personally if practicable, wherever found, and also upon the person or persons in possession or charge of such property, if any. Where personal service is not practicable, the order shall be published as the court may direct, not less than once a week for six consecutive weeks.

If an absent defendant does not appear or plead within the time allowed, the court may proceed as if the absent defendant had been served with process within the State, but any adjudication shall, as regards the absent defendant without appearance, affect only the property which is the subject of the action. When a part of the property is within another district, but within the same state, such action may be brought in either district.

Any defendant not so personally notified may, at any time within one year after final judgment, enter his appearance, and thereupon the court shall set aside the judgment and permit such defendant to plead on payment of such costs as the court deems just.

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**Rules of Civil Procedure**

RULE 6—TIME.

(a) COMPUTATION. In computing any period of time prescribed or allowed by these rules, by order of court, or by any applicable statute, the day of the act, event, or default after which the designated period of time begins to run is not to be included. The last day of the period so computed is to be included, unless it is a Sunday or a legal holiday, in which event the period runs until the end of the next day which is neither a Sunday nor a holiday. When the period of time prescribed or allowed is less than 7 days, intermediate Sundays and holidays shall be excluded in the computation. A half holiday shall be considered as other days and not as a holiday.

(b) ENLARGEMENT. When by these rules or by a notice given thereunder or by order of court an act is required or allowed to be at or within a specified time, the court for cause shown may at any time in his discretion (1) with or without motion or notice order the period enlarged if request therefor is made before the expiration of the period originally prescribed or as extended by a previous order or (2) or on motion made after the expiration of the specified period permit the act to be done where the failure to act was the result of excusable neglect; but it may not extend the time for taking any action under rules 25, 50(b), 52(b), 59(b), (d) and (e), 60(b) and 73(a) and (g), except to the extent and under the conditions stated in them.

RULE 65—INJUNCTIONS.

(c) SECURITY. No restraining order or preliminary injunction shall issue except upon the giving of by the applicant, in such sum as the court deems proper for the payment of such costs and damages as may be incurred or suffered by any party who is found to have been wrongfully enjoined or restrained. . . .

(d) Every order granting an injunction and every restraining order shall set forth the reasons for its issuance; shall be specific in terms; shall describe in reasonable detail, and not be reference to the complaint or other document, the act or other acts sought to be restrained; and is binding only upon the parties to the action, their officers, agents, servants, employees, and attorneys, and upon those persons in active concert or participation with them who receive actual notice of the order by personal service or otherwise.

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**Remingtons Revised Code of the State of Washington**

Sec. 464. VACATION AND MODIFICATION OF JUDGMENTS.

(4) "For fraud practiced by the successful party in obtaining the judgment or order."

Sec. 602. POSSESSION DURING PERIOD OF REDEMPTION.

"That as to any land so sold which is at the time of the sale is used for farming purposes or which is part of a farm used for farming purposes at the time of sale for farming purposes the judgment debtor shall be entitled to retain possession thereof, during the period of redemption . . ."

Sec. 603. CONFIRMATION.

"In all cases where real estate has been or may hereafter be sold . . . , issued upon the decree of a mortgage or other lien it shall be the duty of the sheriff or other officer making such sale to execute and deliver to the purchaser or other persons entitled to the same a deed of conveyance of the real estate so sold immediately after the time for redemption from such sale had expired: *Provided such sale has been confirmed by order of the Court.*" (Italics supplied)

Sec. 725. "Bond For Injunction."

"No injunction or restraining order shall be granted until the party asking it shall enter into a bond, in such sum as shall be fixed by the Court or judge granting the order, with surety to the satisfaction of the Clerk of the Superior Court, to the adverse party affected thereby, conditioned to pay all damages and costs which may accrue by reason of the injunction or restraining order . . ."

Sec. 804. "Mortgagee Cannot Maintain Action For Possession."

"A mortgage of real property shall not be deemed a conveyance so as to enable the owner of the mortgage to recover possession of the real property, without foreclosure and sale, according to law."

Sec. 3779. "(5) Fruit or nut crops growing upon perennial trees, may be mortgaged at any time after, but not before the 30th day of November of the year preceding the year in which such crop grows or matures."

Sec. 810. Forcible Entry Defined.

Every person is guilty of a forcible entry who either,—

1. By breaking open windows, doors, or other parts of a house, or by fraud, intimidation, or stealth, or by any kind of violence or circumstance of terror, enters upon or into any real property; or

2. Who after entering peaceably upon real property, turns out by force, threats, or menacing conduct the party in actual possession.

Sec. 811. Forcible Detainer Defined.

Every person is guilty of a forcible detainer who either,—

1. By force, or by menaces and threats of violence, unlawfully holds or keeps, holds and keeps the possession of real property, whether the same was acquired peaceably or otherwise; or

2. Who in the night time, or during the absence of the occupant of real property (unlawfully) enters thereon, and who, after demand made for the surrender thereof,

refuses for the period of three days to surrender the same to such former occupant. The occupant of real property within the meaning of this subdivision is one who, for five days next preceding such unlawful entry, was in the peaceable and undisturbed possession of such real property.

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**Rules of the District Court Eastern District of Washington, Northern Division**

Rule 13. Findings of Fact and Conclusions of Law.

(a) In actions to be tried without a jury, the attorney for the successful party shall prepare a draft of the Findings of Fact and Conclusions of Law, and shall serve such draft on the opposing party within five days after receiving written notice of the decision, and shall thereupon deliver said draft to the Clerk for the Judge, who shall as practicable thereafter designate a time for the settlement of the Findings of Fact and Conclusions of Law, of which the Clerk shall notify the parties.

At the time fixed for the settlement of the Findings of Fact and Conclusions of Law, the opposite may present such amendments or additions to the proposed Findings of Fact and Conclusions of Law as he may desire, and the whole shall be settled by the judge. Provided, that if said Findings of Fact and Conclusions of Law are approved by opposing counsel they may be presented without notice.

(b) The successful party within three days after the Findings of Fact and Conclusions of Law have been settled, shall present them to be signed and filed.

Rule 14.

(a) All orders, judgments and decree, unless otherwise directed by the Court are required to be in writing, and shall be prepared by the attorney obtaining such order, judgment or decree, or representing the successful party. Such order, judgment or decree, may be presented to the Judge for signature if it has been approved as to form, without notice to the opposing party. When not so approved as to form the same may be presented to the Judge for signature at the time fixed by him for the settlement of

Findings of Fact and Conclusions of Law, or if no Findings of Fact and Conclusions of Law, are required, upon notice to the opposing attorney of not less than three days prior to the day fixed by the Court for settlement and approval of said order or judgment.

(b) Every order, Findings of Fact and Conclusions of Law, and Judgment shall bear the legend "Presented by (Signature of Attorney)."

# APPENDIX B

## EXCERPTS FROM TRANSCRIPT OF RECORD

**Clerks Certified Cash Record in the District Court**

Title: In the Matter of S. P. BEECHER, Farm Debtor

THE OLD NATIONAL BANK OF SPOKANE, *Depositary*

| | | Check No. | Received | Disbursed | Balance |
|---|---|---|---|---|---|
| 1942 | | | | | |
| Nov. 30 | S. P. Beecher—Appeal Bond | | 250.00 | | 250.00 |
| 1947 | | | | | |
| Aug 4 | S. P. Beecher—Tender for redemption | | 9,170.00 | | 9,420.00 |
| Oct. 2 | S. P. Beecher—Tender Redem. Per. Prop. | | 1,000.00 | | 10,420.00 |
| 1948 | | | | | |
| Jan. 5 | Harold D. Couch—Rec.—Bal. Rec. Fund | | 2,077.58 | | 12,497.58 |
| Feb. 19 | H. D. Couch—Rec.—Rec. Acct. | | 18.20 | | 12,515.78 |
| June 14 | Tom McKoin—Co. Treas. | 227 | | 2,119.35 | 10,396.43 |
| June 14 | Federal Land Bank | 228 | | 7,500.00 | 2,896.43 |
| Oct. 22 | S. P. Beecher—Refund Appeal Bond | 498 | | 250.00 | 2,646.43 |
| Oct. 29 | Stanley D. Taylor, Trans. of Record | 504 | | 445.05 | 2,201.38 |
| Oct. 28 | H. D. Couch—Receiver—Refund of Assm't | — | 115.68 | | 2,317.06 |
| Nov. 3 | Clerk U. S. Dist. Court, Record on Appeal | 507 | | 736.80 | 1,580.26 |
| Nov. 3 | Clerk U. S. Dist. Court, Phos. copy | 507 | | 3.00 | 1,577.26 |
| Nov. 16 | Clerk U. S. Dist. Court—Supp. Record | 510 | | 29.70 | 1,547.56 |
| 1949 | | | | | |
| April 4 | Robert F. Murray—Balance—Murray Beecher Account | | 18.49 | | 1,566.05 |
| 1951 | | | | | |
| Feb. 6 | Michael J. Kerley—Con. Comm. (Interim Order 2/10/51) | | 1,000.00 | | 2,566.05 |
| Feb. 27 | Debit—Check uncollectible | | | 1,000.00 | 1,566.05 |
| June 16 | J. M. Wade Co.—Replace Ck. #5020—$4328.74 | | 4,328.74 | | 5,894.79 |
| — | Ck. #6244—$1000.00—Ck. #6423—$1500.00 | | 2,500.00 | | 8,394.79 |
| — | Bal. open Account $2734.43 | | 2,734.43 | | 11,129.22 |
| July 25 | Economy Pest Control | 1368 | | 836.00 | 10,293.22 |
| July 30 | Economy Pest Control | 1373 | | 836.00 | 9,457.22 |

16a

| | | | | | |
|---|---|---|---|---|---|
| Dec. 1 | S. P. Beecher—Appellate Court Costs | 1454 | | 1,050.80 | 9,457.22 |
| Dec. 3 | Collector of Internal Revenue | 1457 | | 177.49 | 9,279.73 |
| Dec. 3 | Tom McKoin—Co. Treas. | 1458 | | 1,173.68 | 8,106.05 |
| Dec. 10 | Harold D. Couch Receiver—(Receivers Balance) | | 1,191.27 | | 9,297.32 |
| Dec. 13 | Chelan Co. Treas.—Refund—overpayment taxes due to error in Statement | | 19.44 | | 9,316.76 |
| 1952 | | | | | |
| Jan. 31 | DeBord Fruit Co. | | 300.00 | | 9,616.76 |
| Apr. 29 | Homer Smithson Trustee | 1629 | | 1,000.00 | 8,616.76 |
| June 6 | Geo. C. Fasken—(Crop. Proceeds) | | 8,000.00 | | 16,616.76 |
| June 11 | Leavenworth Fruit Co. (Rev. Fund Cert. 22) | | 876.54 | | 17,493.30 |
| July 23 | Homer Smithson, Trustee | 1735 | | 1,500.00 | 15,993.30 |
| Oct. 17 | Homer Smithson, Trustee | 1807 | | 1,100.00 | 14,983.30 |
| 1953 | | | | | |
| May 18 | Homer Smithson—Witness fees and mileage | 2073 | | 48.10 | 14,845.20 |
| June 3 | Homer B. Smithson—Per Order 5/26/53 | 2091 | | 2,001.96 | 12,843.24 |
| June 3 | John J. Ripple—Per Order 5/26/53 | 2092 | | 1,201.50 | 11,641.74 |
| June 3 | Fred M. Crollard Sr.—Per Order 5/26/53 | 2093 | | 501.69 | 11,140.05 |
| Aug. 3 | Homer Smithson, Trustee | 2156 | | 2,000.00 | 9,140.05 |
| Sept. 1 | Homer Smithson, Trustee | 2196 | | 1,000.00 | 8,140.05 |
| Nov. 13 | C. W. Ash—(Auctioneer Fee) | 2290 | | 100.00 | 8,040.05 |
| Nov. 13 | Fred Burnett (Clerk at Sale) | 2291 | | 100.00 | 7,940.05 |
| 1954 | | | | | |
| Jan. 25 | Henry Jeske—(appraisers Fee) | 2375 | | 50.00 | 7,890.05 |
| Jan. 25 | Homer Smithson (Ben C. Maxwell) | | 200.00 | | 8,090.05 |
| Jan. 25 | Homer Smithson (Lyle Timpe) | | 850.00 | | 8,940.05 |
| Jan. 25 | Homer Smithson (John McCoy) | | 1,365.00 | | 10,305.05 |
| Mar. 31 | John McCoy—Proceeds Sale | | 25,935.00 | | 36,240.05 |
| Oct. 18 | Homer Smithson, Trustee | 2658 | | 580.00 | 35,660.05 |

Certified to be a true and correct copy of the original filed in my office. Dated 3-4-55

STANLEY D. TAYLOR, Clerk

By U. M. WHITEFORD. *Deputy*

**The Court Finds That All Personal Property Is Exempt Subject to Chattel Mortgage to Katherine C. Parker**

Tr. 12084 Vol. 2, p. 330 6/25/47

IV.

"From the evidence admitted, *the Commissioner finds that all personal property of bankrupt was set aside to him as exempt subject to a chattel Mortgage to Katherine C. Parker* and that a claim thereon has been filed and approved; that the usual customary rental in the community covered by said chattel mortgage is located, based on their rental value, net income and earning capacity of the property in the sum of $360.00, per year."

ROBERT F. MURRAY
*Conciliation Commissioner*

(Rental Order not effective until June 25, 1947, See: C.C.A. Order)

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**Chattel Mortgage to Katherine C. Parker**

CHATTEL MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That S. P. BEECHER of Peshastin, Chelan County; State of Washington, the First Party, in consideration of the sum of One Thousand Nine Hundred Twenty-Six Dollars and Seventy-Six Cents ($1,926.76) does hereby grant, bargain, sell and deliver unto Katherine C. Parker of Seattle, Washington, the Second Party, the following described personal property now located and kept at the ranch of the mortgagor near Peshastin, in the County of Chelan and State of Washington, to-wit: All machinery, tools, personal property and equipment now owned or hereafter acquired by the mortgagor, S. P. Beecher, including but not limited to:

2 Home-made Tractor Trailer
Various small tools and equipment
1 50-tooth Spike-tooth harrow (make unknown)

5000 stained and used apple boxes
2000 new apple boxes
1 4-way Cutler 36 Bin Grader with a ¾ HP Fairbanks-Morse S Phase Motor # 169374
1 Parker Nail Stripper
1 Wenatchee Lidding press and marker
1 30′ Andy Moe Wiper with a 2 HP single phase motor
284′ various makes picking ladders—13-12′; 1-14′; 5-10′; 8-8′
1 Riverside clamp grip truck
1 14″ Oliver 2 gang sulky plow
10 Sets pruning tools
6 Hardie Spray Guns
2 Bean Spray Guns
600 ⅜″ hose (spray)
20 Wells and Wade Picking Buckets
2000 tree props
Assembled orchard tractor, rubber tired, with trailer
300′ conveyor rolls
1 Steam Boiler
*50 gal. Hardie stationary spray pump*
*15 HP Century Motor—2 600-gal. concrete tanks*
1 1934 Model V-8 Ford truck
1 1938 Ford Sedan, Motor No. 18-4645149
One Frigidaire
Piano
Radio
Electric range
4 coal ranges
All household goods and equipment
Stock in Springdale Orchards, Domestic Water Users Assn.
About 3000 ft. ¾″ to 1½″ pipe
1 Westinghouse washing machine
1 automatic electric hot water heater, 50 gals.
1 37 rubber tired Fordson Tractor
1 6′ Oliver tractor disc.
900 ft. ¾ irrigation hose

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Claim K. C. Parker 12084 vol. 2, p. 412-417.
Ass. K. C. Parker to A. C. Hinton 12084 vol. 2, 417-418.
Court approval 12084 vol. 2, p. 425-426 C.C.
Court approval 12084 vol. 4, p. 920.

being all of the property of like description located at that place or belonging to said First Party.

* * * * * * * * * * *

IN WITNESS WHEREOF said first party has hereunto set his hand and seal this the 6th day of March, 1939.

S. P. BEECHER

---

**Release of Chattel Mortgage by A. C. Hinton**

VOL. 2330

RELEASE OF CHATTEL MORTGAGE

A. C. Hinton, the assignee of the mortgagee's interests in that certain chattel mortgage wherein Katherine C. Parker is the Mortgagee and Samuel P. Beecher is the Mortgagor, said chattel mortgage covering certain specified items of personal property, and executed on or about March 8, 1939, and filed under Chelan County Auditor's number 47224, said A. C. Hinton claiming under an assignment from Katherine C. Parker dated January 22, 1944 and filed under Chelan County Auditor's number 47224, does by these presents hereby release and satisfy said chattel mortgage to the Mortgagor, Samuel P. Beecher.

Done this 8th day of May, 1952.

A. C. HINTON

State of Washington, County of Chelan ss.

On this day personally appeared before me A. C. Hinton, to me known to be the person who executed the foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 8th day of May, 1952.

EDWARD E. LEVEL
Notary Public in and for the State of Washington, residing in Chelan.

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**Found in Clerk's Certified Docket Attached to Record 13693 at p. 32, Next to Bottom Line**

FOUND Tr. 10391, Vol. 1, pp. 39-56.

Filed in the U. S. District Court
Feb. 1, 1940
A. A. LaFramboise, Clerk
E. L. Colby, Deputy

(Title of District Court and Cause)

AMENDED PETITION UNDER SUBDIVISION (s) OF SECTION 75 OF THE BANKRUPTCY ACT

The amended petition Respectfully Shows:

(p. 54)

EXEMPT PROPERTY

SCHEDULE B-2.

1. All his wearing apparel as specified in subdivision 1 of Section 563, Remingtons Revised Statutes of Washington.

2. All his books and private library as specified in subdivision 2 of said section, which claimant estimates do not exceed $50.00 in value, in value, and all his family pictures and keepsakes.

3. The following described property, exempt under subdivision 5 of said section. to wit:

2 Home made Tractor trailers
various small tools and equipment

1 50 tooth spike tooth harrow
4,000 stained and used apple boxes
1,000 new apple boxes
1 4 way Cutler 36 bin grader with a ¾ h.p. Fairbanks Morse Motor No. 169374
1 Parker nail stripper
1 Wenatchee lidding press and marker
1 30" Andy Moe Wiper with a 2 horse 3 phase motor
284 feet various makes picking ladders
1 Riverside clamp grip truck
1 14" Oliver two gang sulky plow
10 sets pruning tools
6 Hardie Spray guns
2 Bean Spray guns
600' ⅜ in. Spray hose
20 Wells and Wade picking buckets
2000 tree props
assembled orchard tractor, rubber tired with trailer
300' Conveyor rools
1 steam boiler
*50 gallon Hardy stationary spray pump*
*15 H. P. Century motor,*
*2 600 gallon concrete tanks*
1 1934 model V-8 Ford truck
1 1938 model Ford sedan motor No. 18-4645149
about 3,000' ¾ to 1½" pipe
1 37 rubber tired tractor
1 6' Oliver tractor disc
900' ¾" irrigation hose

said Automobile being subject to a conditional sale contract to Uecker Bros. upon which there is due a balance of approximately $200.00 and all of said property being subject to a chattel mortgage to Katherine C. Parker, and upon which there is due the sum of $1,926.76 with interest thereon at 8% per annum from April 1, 1937, the equity of the claimant being less than $500.00 in value.

4. Three guns, exempt under sub-division 9 of said section.

5. Homestead upon Lot 4 Springdale Orchards, according to the Plat thereof filed in the office of the County auditor of Chelan County, Washington, on January 6, 1940.

S. P. Beecher

S. P. BEECHER
*Petitioner*

SET ASIDE Tr. 10391, Vol. 3, Page 555

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**Trustees Quit Claim Deed to John McCoy, a Director of the Leavenworth State Bank**

TRUSTEE'S DEED

THIS INDENTURE made this 2nd day of April, 1954, by and between HOMER SMITHSON, as Trustee of the Estate of S. P. Beecher, Bankrupt, first party, and JOHN W. McCOY and BESSIE M. McCOY, of Peshastin, Wash., husband and wife, second party.

WHEREAS, the undersigned was, by order of the United States District Court for the Eastern District of Washington, Northern Division, in Bankruptcy cause No. B-7848 of the files of said Court, under date of April 13, 1953, duly appointed Trustee in Bankruptcy of the Estate of S. P. Beecher, a bankrupt; and

WHEREAS, by order of the aforesaid Court made and entered on April 13, 1953, as modified by order of the aforesaid Court made and entered on May 16, 1953 and October 7th, 1953, the undersigned was directed to sell, subject to the confirmation by the aforesaid Court, the certain real estate hereinafter described, being part of the assets of the Estate of S. P. Beecher, bankrupt; and

* * *

NOW, THEREFORE, I, the undersigned Trustee, by virtue of the power and authority in me vested, and in consideration of the sum of $26,000.00 to me paid by the second

party, receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto the second party, JOHN W. McCOY and BESSIE M. McCOY. Husband and wife, *all my right, title and interest in and to the following described real estate;*

Lots Four (4), Nine (9), Eleven (11), Twelve (12) and Thirteen (13), (except that part of Lot 13 transferred by deed of May 24, 1910, containing one acre, approximately) of (SPRINGDALE ORCHARDS, and the East half (E½) of the North East quarter (NE¼) of the Southwest quarter (SW¼) of Section twenty (20), Township Twenty-four (24) North, Range Eighteen (18), East of the Willamette Meridian, all in Chelan County, State of Washington; (including a spray system consisting of a *50-gallon Hardy stationary spray pump, together with two 600-gallon concrete tanks and 15 HP. Century Motor,* and all wiring and other electrical connections and all equipment and pipe installed and used in connection with said spray system; and all water rights for both irrigation and domestic use, including such shares stock in the Springdale Orchards Domestic Water Users Association as represents the domestic water rights now in use on said premises, and including also such shares of stock in irrigation companies as represents water rights for irrigation of said land; and fifty shares of stock in the Tandy Ditch Company.

SUBJECT to easements of record, but otherwise free and clear of all incumbrances.

TO HAVE AND TO HOLD the same to the said John W. McCoy and Bessie M. McCoy, their heirs and assigns, forever, as fully and completely as I, the undersigned Trustee in Bankruptcy, by virtue of the powers and authority vested in me, might or should sell and convey the same.

In Witness Whereof, I, as said Trustee, have hereunto set my hand and seal this 29th day of April, 1954.

Homer Smithson (seal)
Homer Smithson as Trustee
of the estate of S. P. Beecher,
Bankrupt.

* * * * * * * * * * *

State of Washington, County of Chelan. ss.

I, the undersigned, Auditor of Chelan County, State of Washington, do hereby certify that the foregoing is a true and correct *photostatic* copy

> Trustee Deed: Homer Smithson, Trustee of the Estate of S. P. Beecher, Bankrupt, first party, and John McCoy and Bessie M. McCoy. second party. filed for record at the request of Valley Title Col. May 25, 1954, at 9:30 A.M., document No. 484665 and recorded in Vol. 520 page 57.

as of record in this office

Witness my hand and official seal this 3rd day of September, 1954

Robert H. Lake
*County Auditor*

By Lois Goodwin
*Deputy*

SEAL

IN THE

# Supreme Court of the United States

October Term, 1945

No. 1229

THE FEDERAL LAND BANK OF SPOKANE, WASHINGTON; and THE LEAVENWORTH STATE BANK, OF LEAVENWORTH, WASHINGTON, *Petitioners,*

vs.

S. P. BEECHER, *Respondent.*

**Petition for Writ of Certiorari to the United States Circuit Court of Appeals for the Ninth Circuit**

and

**BRIEF IN SUPPORT OF PETITION FOR WRIT OF CERTIORARI**

* * * * * * * * * * *

p. 25:

* * * The property not described in the order consisted principally of his encumbered exemptions, including his household goods, automobile, and farming machinery, all of which remained in the bankrupt's possession. No rental was fixed for this property until the order of March 17, 1941, hereinafter discussed; * * *

* * * * * * * * * * *

p. 27:

The order of the Conciliation Commissioner dated March 17, 1941, entered on petition of the bankrupt, formally approved the appraisal of the bankrupt's property and formally set aside to him his equity in his exemptions "as of April 30, 1940," and fixed the rental to be paid for the personal property and unimproved real estate. *The property referred to in this order was property in which these petitioners claimed no interest, by mortgage or otherwise.* It is interesting to note that even before this rental was

fixed for the personal property, which consisted of the exemptions of the bankrupt, he had paid to the creditors holding the mortgages against the property the amounts fixed by this order as the rental therefor (Tr. Vol. II, p. 214):

| | |
|---|---|
| "Rental Farm equipment | $260.00 |
| Rental on car | 100.00" |

p. 28:

These payments were made on November 15, 1940, according to his report for that year, and were charged as an expense of the orchard operation. In other words, the order of March 17, 1941, merely ratified the payments theretofore made on the automobile and exempt property and *authorized the payments to be continued in the future, thereby making it possible for the bankrupt to obtain his exemptions free of encumbrance.*

C. D. RANDALL
1017 Paulsen Building
Spokane 8, Washington

HERMAN HOWE
802 Hoge Building
Seattle 4, Washington

HENRY R. NEWTON
Welch Building
Spokane 8, Washington
*Attorneys for Petitioners.*

Filed in the U. S. District Court
Eastern Dist. of Washington
Feb. 15, 1943
A. A. LaFramboise, Clerk
E. L. Colby, Deputy

(Title of Court and Cause)

**Order of Reference to Daniel S. Evans, Conciliation Commissioner**

It appearing to the Court that DANIEL S. EVANS has been appointed and qualified as Conciliation Commissioner for Chelan County, Washington,

IT IS ORDERED, that the above entitled matter be, and the same hereby is, referred to said DANIEL S. EVANS, Conciliation Commissioner for Chelan, County, *for all further proceedings therein.*

Dated this 15th day of February, 1943.

L. B. SCHWELLENBACH
*United States District Judge*

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**Order Denying Reference to Daniel S. Evans for Hearing April 30, 1943**

(EXCERPT FROM JOURNAL)

Vol. 15, Page 900

September 1942 Term Friday, April 2, 1943 136th day

* * * * * * * * * *

No. B-7848

In the Matter of

S. P. BEECHER, *Debtor.*

MOTION DENIED

Now on this 2d day of April, 1943, amended motion and motion to refer hearing set for April 30, 1943 to Daniel S. Evans, Conciliation Commissioner, DENIED.

## EXCERPTS FORM PROCEEDINGS IN THE DISTRICT COURT CERTIFIED BY CLERK

12084 Vol. I.

Reporters Transcript May 7, 1947

page 47
line 20

**Beecher Pleads for Funds, Which Were Withheld From Him, to Liquidate His Debts**

Mr. Beecher: Your Honor, there's—I don't know the amount that the receiver has got; I know that I've got thirty thousand dollars that could be made available to me, and a man with thirty thousand dollars in my account, but which is being refused me, until the court releases—why, money more than enough to redeem and pay all my debts. *The Court has*

p. 48

*got me tied up so I can't get out from Frazier—Lemke.*

*The Court: Do you want this money applied to pay your creditors?*

*Mr. Beecher: I do.*

The Court: I'll assist you in that, if it can be done; at least a partial distribution.—

Mr. Beecher: The amount the receiver has still got, I'm questioning the final report of the receiver. I'll admit that under the circumstances I can't expect that money, but I can expect this thirty thousand dollars that are the proceeds of the last years crop.

p. 49

—I don't want the thirty thousand dollars to buy outside property, or dissipate, or scatter around. *I want to liquidate and pay my debts and get out from under.*

at page 101
line 8

Mr. Newton: —

The facts are very brief. On August 16, 1943, Mr. Beecher filed a petition with the Conc. Com. for what he called a redemption of certain property under the Bankrupt Act. No money was tendered into Court as required by Section 75(s).

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**The Secured Creditors Agree That These Funds are Available to Liquidate His Indebtedness**

p. 126

*Mr. Newton: I want to state further that Mr. Beecher has expressed the idea he wants to pay his creditors. His conduct doesn't show any such thing. There's enough money in the hands of the receiver and the Conciliation Commissioner to pay off everything he owes, leave the farm free and clear, and money to boot, and the creditors will join in any effort he wants to make.*

WITH REFERENCE TO MR. HORSWILLS STATUS
SEE. TRANSCRIPT 12084 VOL. 3, P. 523.

Mr. Randall: With reference to Mr. Horswills status I think it ought to further appear in the record that he is here representing the interest of the estate and not the particular personal interest of Mr. Beecher.

The Court: Well that's correct, yes; He's here representing the estate of the Farm Debtor, and I think that his employment too, on that basis was limited to the hearings that are to be had on these matters set on the calendar for December 11 and December 12, 1947.

**Excerpt From Court Proceeding December 12, 1947. The Secured Creditors That Their Recovery on Their Mortgages Is Limited to the Redemption or If No Redemption Then to the Amount Their Security Sells For**

TRANSCRIPT 12084, VOL. III, pp. 740-742

Quote. Mr. Newton: On behalf of the Federal Land Bank we are willing to accept the modification of our claim, *with the proviso that the interest is to be paid only out of the sale of the land, or with the redemption.* In other words, the question of the payment of interest is dependent upon the amount that the secured property, Lots 4, 9, 11, 12, *sells or redeems for.* We're not figuring our claim as an unsecured claim and I think that the Leavenworth State Bank is in the same position as the Federal Land Bank . . ."

The Court: Does that meet with the approval of the Leavenworth State Bank?

Mr. Howe: *Yes, Your Honor.*

---

**The District Court Refuses Any Testimony Concerning the Amount and Legality of the Claim of the Leavenworth States Bank**

TRANSCRIPT 12084, VOL. IV, page 752

The Court: Well, I presume, then, That what Mr. Beecher desires is to go into this whole matter as to the amount and validity of this debt to the Leavenworth State Bank.

Mr. Horswill: That's Right.

The Court: Under the circumstances the Court isn't justified in doing that. I'll approve the allowance of the Conciliation Commissioner.

Mr. Horswill: I'd like to put on some testimony, then, to preserve the record.

The Court: All right, put your testimony on.

Mr. Horswill: I'd like to be sworn myself, first, it may be a little out of order.

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(The original in the lower Court, is certified by the Clerk of the Supreme Court of Washington.)

**Robert B. Field on Oath in the State Court States That the Only Interest the Leavenworth State Bank Has in the Case Is a $5,000.00 Note**

IN THE SUPREME COURT OF THE STATE OF WASHINGTON

No. 28011

THE LEAVENWORTH STATE BANK, *Respondent,*

vs.

S. P. BEECHER, *Appellant,*

KATHERINE C. PARKER, *Respondent.*

Cross Examination of R. B. FIELD

By Mr. Mc. Cann

* * * * * * * * * * *

Q. How did the note come back in your possession after you sold it without recourse, Mr. Field?

A. Mr. Howe has a letter of transmittal to us, covering all these notes that we do not claim ownership of, I wonder if he shouldn't be asked to produce that?

Q. You do not claim ownership of these notes at all?

A. We do not.

Q. But, still, you are bringing suit on them?

A. We are.

* * * * * * * * * * *

Excerpts from page 15 of Statement of Facts

* * * * * * * * * *

Q. Did you repurchase the notes?

A. I did not. The Bank has no interest in this case, other than its own $5,000 note.

* * * * * * * * * *

Excerpt from page 25 of the Statement of Facts

Redirect Examination of R. B. FIELD

By Mr. Howe

* * * * * * * * * *

Q. Does Leavenworth State Bank have any interest whatever in the two notes for $2800.00 and $2500.00, respectively which were forwarded to you with the letter of transmittal, which Mr. McCann has introduced in evidence, just prior to the commencement of this suit?

A. It hasn't any interest, outside of the $5000.00 note.

Q. These two notes you refer to, as far as you know, are owned and held by the Citizens Savings Bank or its successors of Spillville, Iowa, or the trustees?

A. To the best of my knowledge.

Q. And the other three notes, Leavenworth State Bank has no interest in those either?

A. No I wish to repeat, again, that it has no interest in any of the notes, outside of the $5000.00.

* * * * * * * * * *

Excerpt from page 37 of the Statement of Facts

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**Order of the District Judge Authorizing the United States Marshal to Place Homer Smithson in Possession of Certain Specified Property**

NOW, THEREFORE:

IT IS HEREBY ORDERED, that a copy of this order shall be certified by the Clerk of the Court and delivered to the

United States Marshal, and said United States Marshal is hereby directed to serve said certified copy of this order if he can be found in Chelan County, Washington upon the farm-debtor, S. P. Beecher, personally, / and if the said S. P. Beecher will not voluntarily and peaceably surrender possession of said orchard property and equipment or if the said S. P. Beecher cannot be found in Chelan, County, Wash., to the said Homer Smithson, trustee, / the United States Marshal is hereby authorized and directed to remove the farm-debtor's locks from the building, or buildings, or buildings in which said orchard equipment is located, and deliver possession thereof to the said trustee.

The said S. P. Beecher shall from and after the service of this order upon him, as aforesaid, surrender possession of said orchard property and equipment to Homer Smithson, as trustee, and is hereby restrained and enjoined from going upon the orchard property, or any part thereof, and from in any way obstructing or interfering with the possession of the said Homer Smithson in and to said orchard property and equipment, or in the performance of his duties as trustee.

Done in Open Court this 7th day of June, 1952. Clerk will enter:

s/ SAM M. DRIVER
*Judge.*

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**United States Marshal's Return Certifying That in the Absence of Petitioner He Forcibly With Bolt Cutters Entered Petitioner's Real Property and Placed the Said Homer Smithson in Possession**

Filed in the U. S. District Court
Eastern Dist. of Washington
June 16, 1952
A. A. LaFramboise, *Clerk*
/s/ E. L. COLBY, *Deputy*

## UNITED STATES MARSHAL'S RETURN

I hereby certify and return that on June 9, 1952 I received the within Order, and after due and diligent search

I was unable to locate the said S. P. Beecher in Chelan County, Washington. Thereafter, on June 10, 1952 I did remove by cutting with a bolt cutter, the locks on the buildings located on the farm debtors orchard property 9 miles Southwest of Cashmere, Washington, in which said orchard equipment is located, and did deliver possession thereof to the said Trustee Homer Smithson on June 10, 1952.

WAYNE BEZONA,
*United States Marshal*

By: /s/ ELWYN L. DANIEL
*Deputy*

---

SATURDAY, May 16, 1953

COURT CONVENED PURSUANT TO ADJOURNMENT AT 10:00 A. M.

PRESENT: The Honorable Sam M. Driver, Judge; Stanley D. Taylor, Clerk; Donald B. Oden, Court Reporter; Charles W. Carlile, Crier; Sidney G. Swain, Probation Officer; Henry F. Boyer, Deputy U. S. Marshal:

PROCEEDINGS

* * * * * * * * * *

No. B-7848

HEARING

In the Matter of
S. P. BEECHER, *Farm Debtor*

S. P. Beecher, appearing without attorney.
C. D. Randall, for Leavenworth State Bank
Henry R. Newton, for the Federal Land Bank of Spokane
John J. Ripple and Fred Crollard, Jr., for Trustee Homer Smithson

* * * * * * * * * *

Item #2

Special appearance by Farm Debtor requesting business and legal papers.

DENIED.

* * * * * * * * * *

Item #4

Petition by Farm Debtor for Re-appraisal.

DENIED.

Item #5

Petition by Farm Debtor for determination of Administration Costs deductible under the act and priorities to be paid in full prior to dividends to creditors.

DENIED.

* * * * * * * * * *

Item #8

Demand by Farm Debtor that Homer Smithson, the Leavenworth State Bank and the Federal Land Bank of Spokane forthwith grant the Farm Debtor permission to enter in and attempt to preserve the real property involved herein.

DENIED.

* * * * * * * * * *

The Court adjourned at 4:15 P. M. subject to call.

SEAL

Certified to be a true and correct copy of
the original filed in my office.

Dated 5/27/53

STANLEY D. TAYLOR, *Clerk*
By /s/ E. L. COLBY, *Deputy*

———

Filed in District Court
April 6, 1953

(Vol. 2, p. 229) Tr. 14020—14028
No. B-7848

In the Matter of
S. P. BEECHER, *Farm Debtor*

## SPECIAL APPEARANCE BY FARM DEBTOR REQUESTING BUSINESS AND LEGAL PAPERS

Practically all business records and papers in connection with Farm Debtor's activities of a life time are under the control of Homer Smithson and in the residence of the Farm Debtor on Lot 4 Springdale Orchards, they are very essential to the Farm Debtor in his business activities aside from this proceeding as well, as matters of immediate need in proceedings in matters before the Court.

They have heretofore denied me, the Court indicated at the hearing held on April 3, 1953 in Spokane that if Farm Debtor in writing petition the Court, that the U. S. Marshal would accompany the Farm Debtor and allow him to go into the house and select these papers, have the right to remove them and use the said papers in the protection of the Farm Debtor's property.

The itemizing in advance is impossible, there is a mass of papers to go over, which would take hours or maybe all day. The Farm Debtor will be at the Blewett Hotel, Cashmere, Wash., all day Friday and Saturday April 10 and 11, available to go upon the property and make such selection.

Wherefore, Farm Debtor prays, such Petition be granted without prejudice as to all causes of action.

S. P. BEECHER,
Cashmere, Wash.

April 5, 1953